

Phone # \_\_\_\_\_

## Columbia/Adair Utilities District

Permit Needed \_\_\_\_\_

SS# \_\_\_\_\_

### WATER & SEWER USER AGREEMENT

Water Tap \_\_\_\_\_

Sewer Tap \_\_\_\_\_

This agreement entered into between \_\_\_\_\_  
(User's Name)

Whose mailing address is \_\_\_\_\_

Hereinafter called "USER", and the COLUMBIA/ADAIR UTILITIES DISTRICT, P.O. Box 567, 109 Grant Lane, Columbia, KY 42728, hereinafter called "SUPPLIER".

WHEREAS, the USER desires to purchase water or obtain a sewer tap from the SUPPLIER, the USER hereby enters into this user's agreement as required by the Bylaws of the SUPPLIER.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

The SUPPLIER shall furnish, subject to the limitations set out in its Bylaws, Rules and Regulations now in force or as hereafter amended, such quantity of water as the USER may desire in connection with the property to be served by this agreement. The property to be served is a ☐ Single family Residential/ Owner, ☐ Multi-family (Duplex, Apartment), ☐ Commercial/Industrial, ☐ Single Family residential/Rental Property, ☐ Mobile Home, ☐ Agricultural(Non-Person Occupied Building)

Located on \_\_\_\_\_  
(Service Address, Street, Road, Etc.)

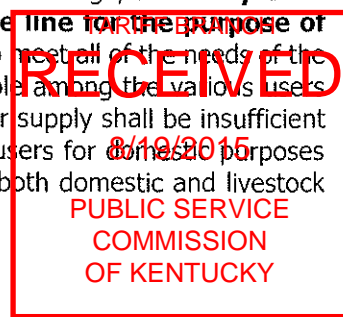
The USER shall install and maintain, at his own expense, a service line which shall begin at the meter and extend to the dwelling or place of use for all new water taps. The location of the meter on the property will be determined by the SUPPLIER. The SUPPLIER shall purchase and install a cutoff valve and a water meter. The SUPPLIER shall have exclusive right to use such cutoff valve and water meter.

The USER shall connect his service line to the water distribution system and shall commence to use water from the system on the date the water is available to him. **WATER CHARGES TO THE USER WILL COMMENCE ON THE DATE SERVICE IS MADE AVAILABLE BY THE DISTRICT, REGARDLESS OF WHETHER THE USER IS CONNECTED TO THE SYSTEM.**

The USER agrees to pay a tap fee of \$\_\_\_\_\_ to the SUPPLIER. If the water system is constructed, but the property covered by this agreement is not reached by the SUPPLIER'S water line, the tap fee will be fully refunded to the USER. Construction of water lines to serve the property covered under this agreement depends upon the feasibility, availability of funds for construction and approval of all local, state and federal agencies have jurisdiction over this type of facility. **IF WATER LINES DO NOT EXIST TO THE PROPERTY COVERED BY THIS AGREEMENT THE SUPPLIER DOES NOT GUARANTEE WATER SERVICE WILL BE MADE AVAILABLE TO THE USER.**

The USER agrees to comply with and be bound by the Articles, Bylaws, Rules and Regulations of the SUPPLIER, now in force or as hereafter duly and legally supplemented, amended or changed. The USER agrees to pay for water at such rates, time and place as shall be determined by the SUPPLIER, and agrees to the imposition of such penalties for noncompliance as are now set out in the SUPPLIER'S Bylaws, Rules and Regulations, or which have been or hereafter be adopted and imposed by the SUPPLIER.

The SUPPLIER shall determine the allocation of water to the USER in the event of a water shortage, **and may shut off water to the USER if he allows a connection or extension to be made of his service line for the purpose of supplying water to another party.** In the event the total water supply shall be insufficient to meet all the needs of the users, or in the event there is a shortage of water, the SUPPLIER may prorate the water available among the various users on such basis as is deemed equitable by the GOVERNING BODY, and if at any time the total water supply shall be insufficient to meet all the needs of the users, the SUPPLIER must first satisfy all of the needs of all of the users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all users for both domestic and livestock purposes before supplying any water for garden purposes.



The USER agrees that no present or future source of water will be connected to any water lines served by the SUPPLIER'S water lines and will disconnect from his present water supply prior to connecting to and switching to the SUPPLIER'S system and shall eliminate present or future cross-connection in his system.

The Company expressly reserves the right to disconnect, confiscate unauthorized devices, and/or discontinue water service or any other connection with or without notice where the Company discovers, finds or is otherwise made aware of any such installation that poses a threat to the public water supply, public health or public safety.

Water Supply—The Company cannot guarantee a specific water pressure, quantity or an uninterrupted supply of water. The supply will be as free from interruptions as is possible. The supply and pressure in the public water system may be affected by main breaks, scheduled repairs, alterations, additions, fire hydrant usage, variation in hydraulic performance and acts of God. The Company will not be responsible for any claims arising out of the failure to deliver continuous service.

The failure of the USER to pay charges duly imposed shall result in the automatic imposition of the following penalties:

1. Non payment by the 10th of each month , which is the due date of all bills, will be subject to a penalty of 10% of the delinquent account.
2. Non payment after the 27th of the month shall result in the water being shut off from the USER'S property.
3. In the event it becomes necessary for the SUPPLIER to shut off the water from the USER'S property, a fee of \$30.00 will be charged for a reconnection of the service.

It is understood and agreed that the SUPPLIER reserves the right to determine the size of service connection to be used to supply water to the USER. A 5/8 inch by 3/4 inch meter will be used unless the USER contracts for a larger meter. **A separate meter must be installed for each residence.** A separate contract will be used by trailer parks when trailers are not supplied by individual meters.

The USER agrees to grant to the SUPPLIER, its successors and assigns, a perpetual easement in, over, under and upon land owned by the USER, with the right to erect, construct, install and lay, and thereafter use, inspect, repair maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the USER for the purpose of ingress to and egress from the said lands.

IN WITNESS WHEREOF, we have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Water User)

Payment Method

\_\_\_\_\_  
(Water User's Spouse)

Check, Cash, Credit Card, MO

Check No. \_\_\_\_\_

Columbia/Adair Utilities District

BY: \_\_\_\_\_

Witness by my hand that I am a notary of the state of \_\_\_\_\_, and do hereby certify that on the date of \_\_\_\_\_, personally appearing before me was \_\_\_\_\_. I certify that he/she is the person on this form and verify their photo is valid for the purposes of identification.

